

UNITED STATES BANKRUPTCY COURT  
Southern District of New York

In re

LEHMAN BROTHERS HOLDINGS INC., et al.,

Debtors.

Chapter 11 Case No.

08-13555 (JMP)

(Jointly Administered)

EINGEGANGEN

08. April 2013

NOTICE OF DEFECTIVE TRANSFER

Transferor: BANK JULIUS BAER & CO. LTD.  
BAHNHOFSTRASSE 36  
ZURICH CH-8010 SWITZERLAND

Additional:

Transferee: CREDITO EMILIANO S.P.A.  
\*\*\* NO ADDRESS PROVIDED \*\*\*  
NEW YORK NY 10017

Your transfer of claim # 66929-05 is defective for the reason(s) checked below:

Signature Missing  
Address Missing

PLEASE FIND THE ATTENDED  
FORM HERE ATTACHED. REGARDS

Docket Number 35497

Date 02/25/13

/s/ Lauren Rodriguez

By: Epiq Bankruptcy Solutions, LLC  
as claims agent for the debtor(s).

FOR EBS USE ONLY: This notice was mailed to the transferor, transferee, and debtor(s) counsel by first class mail, postage prepaid on April 2, 2013.



**EVIDENCE OF TRANSFER OF CLAIM**

**TO: THE DEBTOR AND THE BANKRUPTCY COURT**

For value received, the adequacy and sufficiency of which are hereby acknowledged, **Bank Julius Baer & Co. Ltd** ("Transferor") unconditionally and irrevocably transferred to **Credito Emiliano S.p.A., Via Emilia S. Pietro 4, 42121 Reggio Emilia, Italy,** ("Transferee") all of its right, title, interest, claims and causes of action in and to or arising under or in connection with the portion of its claim (Claim No. **66929**) in the **nominal amount of EUR 10`000** related to the securities with International Securities Identification Numbers listed on Schedule I hereto against Lehman Brothers Holdings, Inc. (the "Debtor"), Chapter 11 Case No.: 08-13555 (JMP) (Jointly Administered), United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

Transferor hereby waives any objection to the transfer of the claim to Transferee on the books and records of the Debtor and the Bankruptcy Court and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Transferor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Transferor regarding the transfer of the foregoing claim and recognizing the Transferee as the sole owner and holder of the claim. Transferor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the claim, and all payments or distributions of money or property in respect of claim, shall be delivered or made to the Transferee.

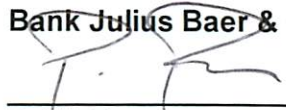
All representations, warranties, covenants and shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Transferee shall be entitled to transfer its rights hereunder without any notice to or the consent of Transferor.


Transferor shall without delay remit any payments, distributions or proceeds received by Transferor in respect of the Transferred Claims to Transferee. Transferor has transferred, or shall transfer as soon as practicable after the date hereof, to Transferee each Transferred Security to such account, via Euroclear or Clearstream (or similar transfer method), as Transferee may designate in writing to Transferor. This Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the transfer of the Transferred Security.

Each of Transferor and Transferee agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.


IN WITNESS WHEREOF, this EVIDENCE OF TRANSFER OF CLAIM IS EXECUTED THIS  
16th day of April 2013.

**Bank Julius Baer & Co. Ltd**

  
\_\_\_\_\_  
Patrik Roos  
Executive Director

  
\_\_\_\_\_  
Fabian Burckhardt  
Director

**Credito Emiliano S.p.A.**


  
\_\_\_\_\_  
Giorgio Ferrari  
Chairman of the Board  
Via Emilia San Pietro, nr.4  
42121 Reggio Emilia  
Italy


**Schedule I**

**Lehman Programs Securities Related to Transferred Portion of Claim:**

<b>ISIN / Description</b>	<b>Court Claim #</b>	<b>Date Claim Filed</b>	<b>Issuer</b>	<b>Nominal Amount</b>
XS0230607524	66929 (amendement of claim # 36835)	09 July 2010	Lehman Brothers Treasury Co. BV	EUR 10'000

**Bank Julius Baer & Co. Ltd**

  
Patrik Roos  
Executive Director

  
Fabian Burckhardt  
Director

**Credito Emiliano S.p.A.**

